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Tarrant County Texas

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XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 4th day of February, 2010, between Mary Dennis (mother) and (siblings) Cherly Carter, Claudene Brown, Jessie Dennis, Paul Dennis and Jerry Dennis; being all the surviving Heirs-at-Law of Mary J. Dennis, deceased, Lessor (whether one or more), whose address is: 1844 Montclair Drive, Fort Worth, Texas 76103, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the coverants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant ________, State of Texas, and is described as follows:

Being Lot 18R, Block 2 of Northview Addition, 2nd Revision, an Addition to the City of Fort Worth, Tarrant County, Texas; according to the Plat recorded in Volume 388-U, Page 11 of the Deed Records of Tarrant County, Texas; and being the same lands conveyed by Special Warranty Deed, dated November 27, 1989, from the Secretary of Housing and Urban Development, as Grantor to Mary J. Dennis, as Grantee and recorded in Volume 9772, Page 2378 of the Deed Records of Tarrant County, Texas.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.258 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

- 2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
- upon said land with no cessation for more than ninety (90) consecutive days.

 3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 25% of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas; (c) To pay Lessor on all other minerals mixed and marketed by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, or (2) when used by Lessee off said land or an in the manufacture of gasoline or other products, the market value, at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, or (2) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mixed and marketed or utilized by Lessee from said land, one-terith either in kind or value at the well or mixe at Lessee's election, except that on sulphur mined and marketed the royalty shall be one oblian (31.00) per long ton, if, at the expiration of the primary term, all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force so long the produced from said wells, but in the exercise of such diligence. Lessee, and in the object of land the produc
- paragraph 5 heros. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this leases, severally as to acreage covered by each.

 4. Lessee is heroby granted the right, at its option, to pool or unitize any land covered by this lease with any other land, lease, or leases, as to any or all minerals or horizons, as to establish many other land, lease, or leases, as to any or all minerals or horizons, and acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enterpreted as to any one or more horizons, so as to contain not more than 640 surface acree plus 10% acreage tolerance, if limited to one or more of the following:

 (1) gas, other than cassinghead gas, (2) fliguid hydrocraohors (condensate) which are not fliguide or eservine). (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the meeting established, or after enlargement, are permitted or required under any governmental under or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or required to exceed the continuous provided from asid instrument or instruments but if said instrument or instrument make sea so the date provided from rasid instrument or instruments but if said instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lesses is in force, and whether before or after operations or production has been established elterior or said land, or on the portion of said land included in the unit, or on other land unitized therests in lands within the unit which are not effectively pooled or unitized minerals from the lands land under this leases or which the unit

part of the leased premises.

- Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sidy (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sidy (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less that forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.
- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
- 15. It is hereby agreed and understood that there shall be no drilling activities on the surface of the leased premises without the prior written permission from the surface owner of the applicable portion of the leased premises. Notwithstanding the foregoing, this waiver of surface shall not be construed as a waiver of the rights of Lessee to utilize the subsurface of the leased premises under this lease, and Lessee shall have the right to exploit, explore for, develop and produce oil, gas and other covered minerals under this lease from wells from surface locations off the leased premises, including, but not limited to, directional or horizontal drilling activity which comes under the surface of the leased premises. This drilling surface waiver does not apply to any surface rights associated with instruments other than

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR(S)

Claudene Brown (sister)

Paul Dennis (brother) 457 -61-329 4

Cherty Carter (sister)

Jerry Dennis (brother) 459-

INDIVIDUAL

STATE OF TEXAS
COUNTY OF TARRANT
On this
MY COMMISSION EXPIRES: MAY 22-201/ MAY 22-
OF TEXT
INDIVIDUAL
STATE OF TEXAS
COUNTY OF TARRANT
On this day of
Given under my hand and seal of office this <u>03</u> day of <u>MALCH</u> , 2010.
MY COMMISSION EXPIRES: MAY 22-201/ MAY 22-
INDIVIDUAL
STATE OF TEXAS
COUNTY OF TARRANT
On this day of palett, 2010 before me, the undersigned, a Notary Public in and for the county and state aforesaid personally appeared to me known to be the identical personal who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his fraud voluntary act and deed.
Given under my hand and seal of office this <u>03</u> day of <u>MALCH</u> , 2010.
MY COMMISSION EXPIRES: JARRY OF THE SUBJECT OF THE

INDIVIDUAL

STATE OF TEXAS
COUNTY OF TARRANT
On this
Given under my hand and seal of office this <u>03</u> day of <u>MARCH</u> 2010.
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES: MAY 22-20/1 MAY 22-20/1
MAY 22-20/1
INDIVIDUAL
STATE OF TEXAS
COUNTY OF TARRANT
On this day of, 2010 before me, the undersigned, a Notary Public in and for the county and state aforesaid personally appeared, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.
Given under my hand and seal of office this <u>03</u> day of <u>MALE</u> 2010.
MY COMMISSION EXPIRES: MAY 22-2011 MAY 22-2011 MININGS STATES. NOTARY PUBLIC
INDIVIDUAL
STATE OF TEXAS
COUNTY OF TARRANT
On this 13 day of MARCH, 2010 before me, the undersigned, a Notary Public in and for the county and state aforesai personally appeared 1 to me known to be the identical person (who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his from and voluntary act and deed.
Given under my hand and seal of office this <u>03</u> day of <u>MALCH</u> , 2010.
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES: MARY A MAR